

## **RENTAL CONTRACT FOR USE OF THE LEMING HOUSE**

This Contract is entered into by and between the Board of Trustees of Miami Township (herein "Owner") and \_\_\_\_\_ (herein "Lessee"), this \_\_\_\_\_ date of \_\_\_\_\_, 200.

### **I. DATE**

Lessee shall have possession of the premises from \_\_\_\_\_ AM/PM to \_\_\_\_\_ AM/PM on \_\_\_\_\_.

### **II. USE OF FACILITIES**

During the above stated date, Lessee and participants shall have the right to enter upon and use the Leming House for the purpose of holding a \_\_\_\_\_ and for no other purpose. The conduct of this event and the use of these facilities shall be in accordance with the terms of this contract. Lessee hereby acknowledges that he/she is familiar with the rules and regulations governing the use of the Leming House and agrees to be bound by all of the terms and conditions thereof. Lessee shall provide all materials necessary for hosting this event other than those specifically provided by the Owner. Lessee and all participants shall comply with all township rules and regulations and contracts pertaining to the use of this facility. The use of this facility may be terminated at any time and for any reason by the Owner without recourse from Lessee.

### **III. HOLD HARMLESS & INDEMNIFICATION**

Lessee shall indemnify, hold harmless and defend the township, its officers, employees, agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the township, its officers or employees may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission or lessee, its agents, servants or employees, in the execution, performance or failure to perform lessee's obligations pursuant to this agreement.

### **VI. MISCELLANEOUS**

Lessee must be twenty-one (21) years of age to rent the Leming House.

This Contract shall be construed in accordance with the laws of the State of Ohio

If any provision of this contract is rendered void or unenforceable by any decision of any Court, this shall not effect the validity of the remainder of the Contract.

This Contract may not be assigned without the express written permission of the Board.

This Contract shall not be construed as creating any rights in any person, including any mechanic lien rights, other than the use of this facility for the very specific purpose of hosting a \_\_\_\_\_.

This Contract constitutes the entire agreement between the parties. No oral statement or representations survive the execution of this Contract.

IN WITNESS WHEREOF, the parties execute this Contract this \_\_\_\_\_ day of \_\_\_\_\_, 200.

**\*\*\*PLEASE NOTE – LESSEE IS RESPONSIBLE FOR PICKING UP THE KEY TO THE LEMING HOUSE AT THE MIAMI TOWNSHIP CIVIC BUILDING, 5900 MCPICKEN DRIVE, MILFORD, OHIO 45150. IF YOUR EVENT IS MONDAY THROUGH FRIDAY YOU MAY PICK UP THE KEY ON THE DAY OF THE EVENT 8:00 A.M. THROUGH 4:00 P.M. IF YOUR EVENT IS ON A SATURDAY OR SUNDAY, YOU MUST PICK UP THE KEY ON THE FRIDAY BEFORE YOUR EVENT, NO LATER THAN 4:00 P.M. IF YOUR EVENT IS ON A LEGAL HOLIDAY WHEN THE TOWNSHIP OFFICES ARE CLOSED, YOU MUST PICK UP THE KEY ON THE WORKING DAY BEFORE YOUR EVENT NO LATER THAN 4:00 P.M.**

OWNER

LESSEE

\_\_\_\_\_  
(as authorized by the Miami Township  
Board of Trustees or Administrator)

\_\_\_\_\_  
LESSEE ADDRESS  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
(Home Phone)

\_\_\_\_\_  
(Work Phone)

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(office use only)

Deposit: \_\_\_\_\_

Date Received: \_\_\_\_\_

Date Returned: \_\_\_\_\_

Rental Fee: \_\_\_\_\_

Date Received: \_\_\_\_\_

## **Miami Township Alcohol Permit Policy**

*(adopted November 26, 2002)*

### **1.0 Purpose**

1.1 The purpose of this policy is to establish the procedures for obtaining permission to consume any form of alcoholic beverage on township-owned property.

### **2.0 Scope and Definitions**

2.1 This policy applies to the issuance of alcohol permits at all township park shelters and the Leming House.

2.2 The Miami Township Administrator or designee has authority to grant permission to persons to consume alcoholic beverages on township-owned property.

2.3 Alcohol permits will only be allowed at township park shelters and at the Leming House. For park shelter permits, no alcohol can be consumed 30' beyond the perimeter of the shelter. For Leming House permits, no alcohol can be consumed outside the building with the exception of the exterior deck.

### **3.0 Policy**

3.1 Permit Holder. The permit holder must be an individual of at least 21 years of age.

3.2 Rules of Conduct:

- a. The permit holder shall be responsible for maintaining order at the reserved facility both inside any building and on the grounds. The permit holder shall remain on the premises at all times.
- b. Persons using the facilities are responsible for complying with State, County, and Township regulations, including Miami Township Park Bylaws and Leming House Rules and Regulations.
- c. There will be no loud noise or inappropriate conduct that would infringe on the reasonable privacy of individuals in the park.
- d. The permit holder shall be responsible for ensuring that the activities conducted in the park are contained within the area which is reserved.
- e. Glass containers for alcoholic beverages are not allowed in any of the permitted areas.
- g. The reserved facility shall be left in a state of cleanliness and good repair.
- h. The sale of alcoholic beverages at reserved facilities is prohibited.
- i. The permit holder shall be responsible for ensuring that alcoholic beverages are not served to minors. The Miami Township Police Department will conduct periodic checks of reserved facilities to ensure compliance with state statutes governing the consumption of alcohol.

3.3 Miami Township retains the right to revoke, modify, or cancel the policy at any time and as it sees appropriate.

3.4 This policy shall become effective upon its adoption.

## Alcohol Use Permit

In conjunction with my application for use of

\_\_\_\_\_

(name of facility)

on \_\_\_\_\_

(date)

for

a

\_\_\_\_\_

(type of event)

I am requesting permission to serve alcohol from \_\_\_\_\_am/pm to \_\_\_\_\_am/pm. I further understand that I must provide adult supervision to prevent consumption of alcoholic beverages by minors. I will not charge or solicit donations for admission to the event and/or for the alcoholic beverages.

I agree to indemnify, hold harmless and defend the township, its officers, employees, and agents against any and all liability, loss, costs, damages, expenses, claims or actions, including attorney's fees which the township, its officers, employees and agents may hereafter sustain, incur or be required to pay, arising wholly or in part due to any act or omission of its agents, servants or employees, in the execution, performance or failure to perform my obligations pursuant to the terms and conditions of this permit.

I affirm that I have read and understand the terms and conditions of the Miami Township Alcohol Permit Policy.

This permit must be kept with the permit holder during the duration of the scheduled event and is subject to inspection by any employee of Miami Township.

Date: \_\_\_\_\_

Signature: \_\_\_\_\_

Printed Name: \_\_\_\_\_

=====

\_\_\_\_\_

\_\_\_\_\_

Approved by

Date